

YELLOWSTONE COUNTY

COOPERATIVE WILDLAND FIRE SUPPRESSION AGREEMENT

2025

This agreement is made and entered into this _____ day of July, 2025,

by and between

YELLOWSTONE COUNTY, MONTANA; hereinafter referred to as "*The County*",

and the

BLUE CREEK VOLUNTEER FIRE COMPANY, the HALEY BENCH VOLUNTEER FIRE COMPANY, the MOLT VOLUNTEER FIRE COMPANY, the CUSTER VOLUNTEER FIRE COMPANY, the CITY OF LAUREL FIRE DEPARTMENT, the CITY OF BILLINGS FIRE DEPARTMENT, the SHEPHERD VOLUNTEER FIRE COMPANY, the FUEGO VOLUNTEER FIRE COMPANY, LOCKWOOD RURAL FIRE DISTRICT #8, the WORDEN VOLUNTEER FIRE COMPANY, and BROADVIEW RURAL FIRE DISTRICT #3; hereinafter collectively referred to as the "*The Fire Agencies*",

The purpose and intent of this Agreement is to reconcile Yellowstone County Wildland Fire Policy (BOCC Resolution 25-42), in satisfaction of the requirements of MCA, to fulfill the terms of obligation upon the Yellowstone County Board of County Commissioners ("*BOCC*") found within the Montana State Cooperative Fire Control Agreement ("*County Co-Op*"), and to establish a wildland fire control cooperative together with The Fire Agencies as noted above, so as to directly protect from wildland fire all private and publicly owned lands outside of the municipal boundaries of Billings and Laurel, and within the geographical boundary of Yellowstone County, and for the purposes of the protection and conservation of range, farm, and forested lands as authority and jurisdiction is found and expressed within Montana Code Annotated 76-13-105(3), and 7-33-2202.

RECITALS, REFERENCES, and CITATIONS

The following are offered as reference to specific enabling legislation and charging statutes and authorities for establishment of jurisdiction, recitals of previously issued and applicable state and county documents, and citations of various other interrelated documents for this purpose:

A. Yellowstone County Wildland Fire Policy and Program Management-Resolution 25-42
(Attachment A)

B. Montana Code Annotated:

- 76-13-105(3): County to directly protect all other lands where DNRC may not.
- 7-33-2202: County to directly protect private lands outside of municipalities.
- 7-33-4201: City Council Powers over Municipal Fire Service.
- 7-33-2001: Fire Chief's Powers and Duties.
- 7-33-2105: Rural Fire District Trustee's Powers and Duties.
- 7-33-2402: Fire Service Area-Services Offered.
- 7-33-2312: Organization of Volunteer Fire Companies.
- 7-32-2121: Duties of the Sheriff for SAR in the County.
- 10-3-1208: HazMat Local Emergency Response Authority
- 10-4-119: Mandatory Minimum Disposition of Emergency Call Handling.
- ~~7-33-2215: Duties of a County Fire Warden~~
- 50-63-202: Fire Chief or Sheriff to Conduct Cause and Origin Fire Investigation
- 50-63-103: Authority to Collect Costs and Liability of Offender for Damages and Costs.
- 7-33-2205(3): Cost Recovery on Illegal Burning.

C. Resolution 14-22: Workers Compensation Policy for Volunteer Fire Companies

D. Montana State/County Cooperative Fire Protection Agreement: 3/25 (Attachment B)

E. Yellowstone County Annual Operating Plan ("DNRC AOP") (Attachment C)

F. 2025 Automatic Staffed Station Automatic Response Plan

G. Yellowstone County All-Hazard Mutual Aid Agreement

****This document supersedes and makes null and void all previous Grass Fire Contracts, the Yellowstone County Rural Fire Standard Operating Procedures, and all previous County Cooperative Fire Control documents. ****

AUTHORITIES and DELGATIONS to ACT

1. It is understood and agreed mutually between The Fire Agencies and The County, that this Agreement form a cooperative fire control relationship for organizing services and practices mutually beneficial and that this document be a "living document" with purpose(s) to guide in structure and inform all manner of cooperative fire control activities and decisions herein occurring regularly and routinely between parties to this Agreement.
2. The Fire Chiefs of The Fire Agencies and including their delegates, respectively, find authority under appointment from the BOCC pursuant to Yellowstone County BOCC Resolution 25-42 (see attached), to exercise the commensurate levels of command and control and undertake cooperative wildland fire suppression operations within both their assigned initial attack areas and also throughout the remainder the county, on behalf of the BOCC, to satisfy the requirements present upon The County and to fulfill The County's policy intent upon any and all private and publicly owned lands and for the purposes of wildland fire protection both within Yellowstone County's geographical boundary and therein as such may occur *outside* of the municipal limits of the Cities of Billings, and Laurel. Wildland fire suppression occurring inside of municipal boundaries is the sole responsibility of the governing bodies of those political subdivisions ([7-33-4201-City Council Powers over Municipal Fire Service](#)) and not a part of this agreement.
3. It is understood and intended that under such an appointment (25-42), the Fire Chiefs of the Fire Department(s) may exercise those powers and duties of the County Rural Fire Chief as
A) such are prescribed within resolution 25-42, and [7-33-2001 Fire Chief's Powers and Duties](#),
B) are applicable to the intent of this Agreement, and *C)* as such are made in good faith and within the course and scope of the duties noted and as applicable for this policy purpose.
4. "Line Authority", as such refers to the founding of authority and jurisdiction discovered in law and the organization and succession of decision-making authority for the purposes of acting upon this jurisdictions obligations with powers, include *A)* the BOCC as the Governing Body of the jurisdiction and the County Fire Warden as their agent, *B)* The County Rural Fire Chief, and *C)* The Fire Chiefs of The Fire Agencies, and their delegates in the Fire Chiefs absence, and respectively. It is mutually understood and agreed that the Agreement formed herein does not include the ceding, abdication, or full delegation of the Fire Chiefs of The Fire Agencies, nor The County's, jurisdictional purview including governance and oversight, or operational control of personnel and equipment, by the entities party to agreement.

STRUCTURE and ORGANIZATION

5. County Wildland Fire Initial Attack Areas ("IAA"), depicting geographic boundaries, will be established by the County and mutually agreed upon to be set for the purposes of facilitating computer-aided-dispatching of the appropriate fire departments and other jurisdictions to wildland fires, or the threat thereof, in these respective areas. The intent of such boundaries is to *A)* articulate who receives the first calls of fire or the threat thereof there, and *B)* who is assigned the responsibility to take the lead role in initiating the necessary response required to fulfill the County's fire policy and intent. The purpose of such geographic area assignments is not to establish sole jurisdiction or otherwise to limit such.
6. Once established, fire departments will be dispatched to all incidents which pose threat of wildland fire within their specific initial attack areas and according to various response plans, and at times, also in assistance to other areas upon request of other fire departments or The County.
7. Should one Initial Attack Area (geographically) include the existence of more than one fire department and/or other over-lapping city, county, state, or federal, jurisdiction(s) by function of government service and/or land ownership, it is intended and expected that all entities involved will plan, coordinate immediately, and cooperatively, with all other authorities having jurisdiction ([7-33-2001 \(5\) Fire Chief Expectations to Coordinate with All Authorities Having Jurisdiction](#)) and through use of the Incident Command System ("ICS").
8. The Fire Agencies agree to always keep wildland firefighting personnel and equipment on-call and available for these purposes throughout the effective performance period of this agreement. This is understood as The Fire Agencies being sufficiently available for the performance of this agreement's intent, twenty-four (24) hours a day/7 days each week, all 365 days of the calendar year.
9. Incidents of any other type or nature which do not represent a concern of wildland fire, or the threat thereof (i.e. medical, alarms, etc.) are not a part of this agreement. Such other incidents are a responsibility of a Board of Trustees of Rural Fire Districts ([7-33-2105. Rural Fire District Trustee's Powers and Duties](#)) and Fire Service Areas ([7-33-2402. Fire Service Area-Services Offered](#)), and the Boards of Volunteer Fire Companies ([7-33-2312. Organization of Volunteer Fire Companies](#)), or the Yellowstone County Sheriff ([7-32-2121-Duties of Sheriff for SAR](#)), or the Billings Fire Department ([10-3-1208. HazMat Local Emergency Response Authority](#)), respectively.

10. Pursuant to the requirements upon the County's Public Safety Answering Point (PSAP or "911"), as articulated in MCA 10-4-119, The Fire Agencies and/or any/all other "appropriate jurisdictions" (as related to the reported circumstances) within these Areas will be transmitted all requests for service made by the public and/or other agencies. It is at the sole discretion of the Fire Chief of the Fire Department(s), as to what services, if any, outside of wildland fire protection responses organized by this Agreement, may also be rendered because of and during such requests.
11. The County may engage at any time and in all places, within the extent of its jurisdiction and authority, and to the level and manner necessary to further its own policy and/or fulfill the State's requirements of program supervision, and will engage upon request or as otherwise planned and previously agreed, in assisting The Fire Agencies with any means of assistance necessary to implement the intent and the terms of this Agreement as such are reasonable and practical in an effort to further this County's wildland fire policy achievement together with The Fire Agencies. This includes, but is not limited to, typical assistance such as those activities associated with administration and supervision of the County Co-Op operations within the geographical areas of the applied geographic and functional jurisdiction, and the consistent and direct performance of all manners of coordination between all local, state, and federal agencies as such relate to providing for The Fire Agencies such interagency or multi-agency wildland fire planning and organization, training, prevention, detection, response, suppression, investigation, and mitigation as is required.
12. This and all other manners such as this herein and after, will normally be a duty and responsibility of the Yellowstone County Fire Warden's Office (MCA 7-33-2215 and Resolution 25-42) and/or his/her deputy(s), and in cooperation with all local, state, and federal agencies involved in such matters, and under the direction of and as an agent to the BOCC, and subject to the policy of the jurisdictions governing body.
13. Conflict, complaint, issues, ideas, clarifications, proposal, questions, or other such manners of these wildland fire cooperative activities should be documented in writing and addressed to the Yellowstone County Fire Warden who will hold responsibility for reasonable and practical resolution and addressal of issues as such relate to the performance of this policy's intended purposes. As such are particular to the general audience of The Fire Agencies collectively, such will be addressed with the Yellowstone County Fire Council. All other matters will be addressed directly with and between all the parties involved.

INDEMNIFICATION, INSURANCE, LIABILITY

- 14.** It is understood and agreed that the County will not be held liable for any damage to equipment, nor shall it be liable for any accidents to personnel, or equipment, or for any damage caused in fighting such fires as stipulated above. This especially includes all such incidents that occur outside of The County unless approval from The County is obtained *PRIOR TO* the activity occurring elsewhere. It is further understood and agreed by both parties that the Fire Department assumes no liability to the County for loss due to fire or damage by fire, smoke, water, or chemicals used in the fighting of a fire or for any other damages necessary to save life and property or to the delay in answering fire calls which are due to causes or reasons beyond The Fire Department or The County's reasonable control.
- 15.** The Fire Agencies will provide, or otherwise ensure, that all personnel undertaking wildland firefighting activities pursuant to this policy, and only within Yellowstone County, are provided workers compensation insurance. The County may provide this insurance if the local governing body (if there is one) does not possess the authority. The Fire Agencies covered under The County's insurance should provide and regularly maintain a current roster of membership to The County prior to September 30th of each year (Resolution 14-22).

AGREEMENT TERM, REVIEW, MAINTENANCE and RENEWAL

- 16.** Any party to this Agreement may terminate their obligation and benefit to said Agreement by rendering in writing their intention of termination at least thirty (60) days in advance of such termination. Such notice from a fire department must be provided in writing to the Yellowstone County Board of County Commissioners. Notice by the County must be provided to the Fire Chief and governing body of The Fire Department. The termination of a party's duties under the contract will take place thirty (60) days after the notice is received by the parties. Such termination will only be in effect regarding the party that provides proper notice. The termination of the agreement regarding one or more fire departments and the County will not terminate the contract between the remaining fire departments and the County.
- 17.** The agreement will be reviewed and renewed annually. If a party does not submit a written intent to renew the contract by the renewal date, the contract shall lapse regarding that party. If the parties that choose not to renew the contract are limited to the agreement between the County and one or more fire departments, the contract shall stay in effect between the County and the remaining fire departments.

COMPENSATION, REIMBURSEMENTS, other PAYMENTS

18. It is agreed and understood that the public's funding allocated by The County to The Fire Department(s) under this agreement is for the sole purpose of implementing this policy's intent and within the geographic boundaries of Yellowstone County. Such funding is not to be used for the purchase and use of gear, equipment, or other expenses, outside of the policy's intent nor outside of Yellowstone County except in previously approved mutual aid scenarios and with the approval of The County PRIOR TO the activity occurring elsewhere.
19. Provided that the requirements of fire investigations is accomplished as notated in [MCA 50-63-202](#), The Fire Agencies and/or The County may cooperate, or independently pursue, legal recovery of costs for certain fires as such are notated within [MCA 7-33-2205](#) and/or that which may occur and apply under [MCA 50-63-103](#).
20. Reimbursements and/or payments, resultant from other activities associated with mobilizations and response of The Fire Agencies equipment and personnel outside the intent and scope of this Agreement, or outside of Yellowstone County, except as such are previously approved by The County, are a responsibility of the mobilizing entity and the responding entity. Such concerns are not a cost or consequence attributable to or agreed by The County unless such is pre-approved in writing by The County.
21. Direct costs not associated with this wildland fire preparedness funding but subsequently consequential to this policy's implementation as intended, may be cause to approach the governing body of the jurisdiction for supplemental funding consideration. Such proposals and/or requests should be pre-emptive so as to receive the governing bodies' approval *PRIOR TO* incurring the expense as The County may not consider such requests without the prior approval of the jurisdictions governing body.
22. It is understood and agreed that all public funding and its use, disposition, and recourse is discoverable through public procedure upon request of The County, The Fire Department(s), or a member of the public and/or their representative agent, and that meetings and documents regarding the use, disposition, and recourse of all these public funds are public meetings and publicly discoverable documents and subject to notification, documentation, and disclosure, under Montana Code Annotated.

-CONTINUED ON NEXT PAGE-

23.COMPENSATION: The Fire Agencies will be compensated with the amounts outlined below for the fiscal year beginning on July 1, 2025, and ending June 30, 2026.

a. Each Fire Department shall be paid a flat fee of \$13,000 as intended for:

Flat Fee:

2025 PAY SCHEDULE

Maintenance and Availability Fee	\$13,000/each
Total:	\$13,000 x 10= \$130,000

b. Each Fire Department will be paid an annual acreage fee of \$0.10 per acre as described below:

Response and Suppression Fee: 2025 PAY SCHEDULE

Fire Department	Protection Zones	Acreage	\$/Acre	Total	Total Allocation
Broadview RFD 3	RFD 3 & Town of Broadview	113,176	\$0.10	\$11,318	\$24,926
Blue Creek VFC	Blue Creek FSA & Blue Creek IAA**	181,519	\$0.10	\$18,152	\$31,931
Custer VFC	Custer IAA	272,506	\$0.10	\$27,251	\$41,257
Fuego VFC	Fuego FSA	26,961	\$0.10	\$2,696	\$16,088
Haley Bench VFC	Haley Bench IAA	52,740	\$0.10	\$5,274	\$18,731
City of Laurel FD*	Laurel FSA, Laurel IAA	57,189	\$0.10	\$7,473	\$19,187
City of Billings FD*	Billings Urban Fire Service Area	0	Handled by Separate Agreement		
Lockwood RFD 8***	Sage Hills IAA**	8,126	\$0.10	\$813	\$14,158
Molt VFC	Molt IAA	81,639	\$0.10	\$8,164	\$21,693
Shepherd VFC	Shepherd FSA & Shepherd IAA	299,008	\$0.10	\$29,901	\$43,974
Worden VFC	Huntley FSA, Worden IAA	361,838	\$0.10	\$36,183	\$50,402
SUB Totals:		1,472,242		\$145,461	

GRAND TOTALS: (FLAT FEE+ACREAGE FEE Divided by SUB ACREAGE):

AVE:

\$0.19

\$282,348

*Acreage fee **does not** include acreage inside of Cities of Billings or Laurel, as noted in ITEM 3.

Acreage fees also **do not include Crow Tribal Trust Lands, or BIA administered lands as those lands have no reciprocal protection arrangements and fire protection on those lands is provided by the BIA-Rocky Mountain Region.

*** Acreage within the boundary of Lockwood RFD #8, and Laurel FD 5 and 7, is addressed in charter by Lockwood Rural Fire District #8, and Districts 4,5, and 7.


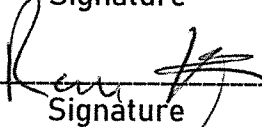
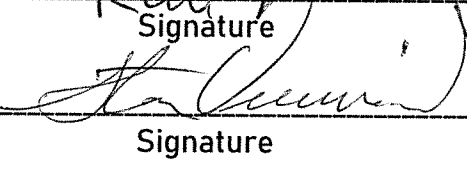

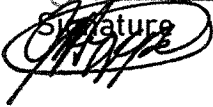
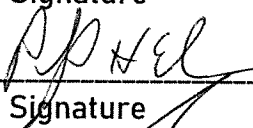
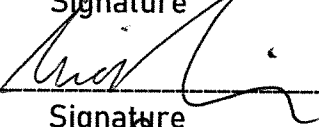
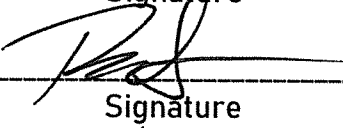
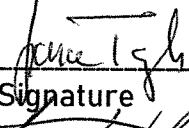
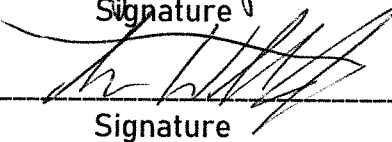
County-Covered Expenses not in Shared Allocation

The County will cover the costs of 911 Dispatching, county wide radio network, supplemental alerting software, burn permitting, workers compensation for The Fire Agencies except Billings, Broadview, Laurel, Molt, and Lockwood Fire Departments, vehicle insurance for "white iron", overtime for afterhours call outs of The County's heavy equipment and operators and support personnel, The County's Fire Warden Office, and fire investigation/traffic control/evacuation support. These costs represent an additional annual expense to The County of **\$586,748** for a total of **\$863,973** or roughly **\$0.59/per county jurisdictional protected acre.**

SIGNATURE PAGE

The Fire Chiefs of The Fire Agencies, or their presiding officer, as delegates of and as independent contractors to and on behalf of Yellowstone County, and the Yellowstone County Board of County Commissioners, in consideration of the policy and terms contained both herein and aforementioned, do hereby agree as follows:

THE FIRE AGENCIES:

Blue Creek VFC	<u>RICK CORTEZ</u> Print Name	<u></u> Signature	<u>7-8-25</u> Date
Haley Bench VFC	<u>Rance Gerdes</u> Print Name	<u></u> Signature	<u>7-8-25</u> Date
Molt VFC	<u>STEVE VUCUREVICH</u> Print Name	<u></u> Signature	<u>7-8-25</u> Date
Custer VFC	<u>LEVI HEIN</u> Print Name	<u></u> Signature	<u>7-8-25</u> Date
City of Laurel	<u>SW HOPPER</u> Print Name	<u></u> Signature	<u>7-8-2025</u> Date
Shepherd VFC	<u>PHILIP EHLERS</u> Print Name	<u></u> Signature	<u>7-8-25</u> Date
Fuego VFC	<u>SIMON HARRIS</u> Print Name	<u></u> Signature	<u>7/8/25</u> Date
Lockwood RFD8	<u>Branden Stevens</u> Print Name	<u></u> Signature	<u>7/8/25</u> Date
Worden VFC	<u>Lance Taylor</u> Print Name	<u></u> Signature	<u>7-8-25</u> Date
Broadview RFD3	<u>Travis Jones</u> Print Name	<u></u> Signature	<u>7-8-25</u> Date

BOARD OF COUNTY COMMISSIONERS, YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chairman and Yellowstone County Rural Fire Chief

Michael J. Waters, Member

John Ostlund, Member

Jeff Martin, Clerk & Recorder in ATTEST

[Faint signature]

-END-

“Attachment A”

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 25-42

Resolution Establishing County-Wide Wildland Fire Policy and Program Management

WHEREAS, the Yellowstone County Board of County Commissioners has the proper authorities, jurisdiction, and expectation, to undertake and perform the duties associated with wildland fire suppression for the protection and conservation of range, farm, and forest resources upon all private and publicly owned land within the boundary of Yellowstone County, and outside of the City limits of Billings, and Laurel; pursuant to MCA 76-13-105(3) and 7-33-2202, and,

WHEREAS, the safety of the public and first responders is paramount in all wildland fire suppression activities occurring within the County's area(s) of operations and legal jurisdiction as defined in 76-13-105(3) and 7-33-2202, and that all private property owners and federal and state land management agencies have an inherent responsibility to manage resources, mitigate fire hazards, and otherwise prevent such fires from occurring on their properties to the extent reasonable and practical and;

WHEREAS, when such fires do occur, it shall be a priority to minimize the threat caused by such fires to the first responders, and to the public and their properties to the extent both reasonable and practical and;

WHEREAS, it has been this county's experience that such is generally best accomplished by virtue of a well-prepared, fully integrated, and systematically coordinated approach that produces a rapid and aggressive initial fire attack response as such fires are detected and reported to the County and as required by MCA 76-13-105(3), 7-33-2202, and 76-13-115;

NOW THEREFORE, BE IT RESOLVED,

1. It shall be this County's policy that all such wildland fires within the County's area of operations and legal jurisdiction, or other incidents which pose threat upon and thereof, receive a well prepared, fully integrated, and systematically coordinated response that produces a rapid and aggressive initial attack effort and by all those who hold a duty, responsibility, jurisdiction, or are otherwise involved.

2. Inter/multi-agency cooperation and collaboration among all personnel, departments and agencies of the various cities, county, state, and federal agencies is fully intended and expected to occur without exception.

3. Pursuant to Montana Code Annotated Section 7-33-2202(3), the Yellowstone County Board of County Commissioners appoints the Board Chairman as the Yellowstone County Rural Fire Chief.

4. The Board of County Commissioners hereby appoints and delegates, without abdication, those customary and ongoing responsibilities of wildland fire protection within county initial attack areas


and jurisdictions to the Fire Chiefs, or presiding officers as nominated by each agency, of the City of Billings Fire Department, Broadview Rural Fire District #3, Blue Creek Volunteer Fire Company, Custer Volunteer Fire Company, Fuego Volunteer Fire Company, Haley Bench Volunteer Fire Company, City of Laurel Fire Department, Lockwood Rural Fire District #8, Molt Volunteer Fire Company, Shepherd Volunteer Fire Company, and the Worden Volunteer Fire Company.

5. The Board of County Commissioners hereby appoints the County's Director of Emergency Services as the Yellowstone County Fire Warden pursuant to and with the duties included within 7-33-2215 to include acting as liaison between local, state, and federal agencies to coordinate training and wildland and grassland fire prevention, detection, suppression, investigation and mitigation and establishes that the County Fire Warden of Yellowstone County is responsible for implementation of this policy's intent and shall superintend the county wildland fire management program.

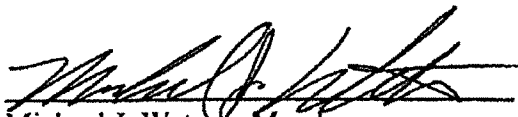
6. The County may, in its sole discretion, engage at any time and in all places within and the extent of its jurisdictional and lawful authorities, and to the level and manner it determines necessary, to further its own policy and may engage, upon request or as otherwise planned and previously agreed, in assisting the various local, state, and federal agencies with any means of assistance available and reasonably necessary to implement the intent of this policy. This includes, but is not limited to, typical assistance such as those activities associated with administration and supervision and coordination of the Montana State-County Cooperative Fire Control operations within the geographical areas of the applied geographic and functional authority and jurisdiction, and the consistent and direct performance of all manners of coordination between all local, state, and federal agencies as such relate to providing for such inter/multi-agency wildland fire planning and organization, training, prevention, detection, response, suppression, investigation, and mitigation as may be required to effect this policies intent.

Passed and Adopted on the 25th day of March, 2025.

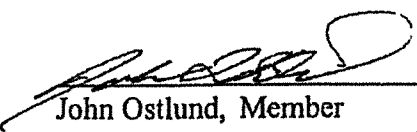
**BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA**



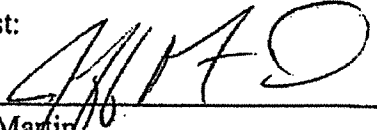
Mark Morse, Chairman
Yellowstone County Commissioner



Michael J. Waters, Member
Yellowstone County Commissioner



John Ostlund, Member
Yellowstone County Commissioner

Attest: 

Jeff Martin
Yellowstone County Clerk and Recorder

Resolution 25-42: Establishing Yellowstone County Wildland Fire Policy and Program Management